



## HELEN F. DALTON & ASSOCIATES, P.C.

ATTORNEYS AT LAW

---

80-02 Kew Gardens Road, Suite 601, Kew Gardens, New York 11415  
Tel. (718) 263-9591 Fax. (718) 263-9598

August 26, 2024

**Via ECF:**

The Honorable Katharine H. Parker, U.S.D.J.  
United States District Court  
Southern District of New York  
500 Pearl Street, Room 750  
New York, NY 10007

Re: **Rivera v. Eastland Assoc Corp. et al.**  
**Civil Docket No.: 1:22-cv-00707-KHP**

Dear Judge Parker:

Our office represents Plaintiff Santos Rivera (“Plaintiff” or “Rivera”) in this FLSA matter, and we respectfully submit this letter-motion to enforce judgment due to the Defendants’ breach of the Settlement Agreement (the “Agreement”).

### **Procedural History**

Plaintiff, and the Defendants, Eastland Assoc Corp., and Benedetto Cupo, as an individual (collectively, the “Defendants”) apprised the Court by way of their joint status report dated November 21, 2022, that the parties had reached a “settlement-in-principle to resolve all claims asserted against Defendants in this matter” (*see* Dkt. No. 41).

On June 30, 2023, the parties submitted their Motion for Settlement Approval pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015) (*see* Dkt. No. 48), together with their executed Revised Settlement Agreement annexed thereto (*see* Dkt. No. 48-1). A true and correct copy of the parties’ executed Agreement is attached hereto as **Exhibit A**.

On July 5, 2023, the Court ordered, *inter alia*, that: “the terms of the proposed settlement agreement are fair, reasonable, and adequate, both to redress Plaintiff’s claims in this action and to compensate Plaintiff’s counsel for their legal fees, and the agreement is therefore approved. *See* Dkt. No. 49.”

### **Defendants’ Breach of the Settlement Agreement**

Pursuant to the payment schedule set forth in Paragraph 1(a) of the parties’ Agreement, Defendants agreed, and were required to pay, the sum of \$25,000.00 inclusive of attorneys’ fees and costs (the “Settlement Funds”), in four (4) installment payments of \$6,250.00 each, with the first installment payment to be paid to our office by August 5, 2023, and with three (3) subsequent monthly payments due on the 5<sup>th</sup> of each month thereafter. Moreover, each such payment of

\$6,250.00 is required to be paid by two (2) separate checks, one to the Plaintiff, and one to our office. *Id.*

On September 29, 2023, Defendants rendered their first installment of \$6,250.00 but Plaintiff was unable to cash or deposit same due to insufficient funds. Despite our numerous emails and communication to Defendants to remedy the lack of funds, Defendants have failed and continue to fail provide sufficient funds for their first installment.

To date, Plaintiff and our office have not been able to receive any settlement proceeds from Defendants.

**Judgment Should Be Entered in the Amount of \$25,000.00 As Against All Defendants**

Accordingly, we respectfully request that Your Honor enter Judgment against the Defendants in the liquidated amount of **\$25,000.00** due to the Defendants' breach of the parties' Settlement Agreement; and in accordance with the terms of the parties' Settlement Agreement and Confessions of Judgment. *See*, Paragraph 2 of the Agreement.

Further, the parties agreed that this Court will retain jurisdiction over this matter in the event either party defaults with respect to their obligations under the Agreement and to enforce the terms of the parties' Agreement. *See*, Paragraph 3 of the Agreement.

To that end, we have attached hereto as **Exhibit B**, a Proposed Judgment Order for the Court's review and execution.

**Closing**

We thank Your Honor for her consideration on this matter, and we remain available to provide any additional information as required to enter judgment against the Defendants.

Respectfully submitted,

/s/  
Roman Avshalumov, Esq.

CC: (counsel of record via ECF)

George Felix Brenlla  
Brenlla, LLC  
250 Park Avenue 7th Floor  
New York, NY 10177  
212-364-5173  
646-219-0983 (fax)  
[gfbrenlla@brenllalaw.com](mailto:gfbrenlla@brenllalaw.com)  
*ATTORNEYS FOR THE DEFENDANTS*